

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON**

IN RE:

APPROVAL OF AN INTERLOCAL AGREEMENT)
BETWEEN LEWIS COUNTY AND THE CITY OF)
CENTRALIA FOR CONTRACT SERVICES TO)
PREPARE AN UPDATE OF THE LEWIS COUNTY)
MULTI-JURISDICTIONAL HAZARD)
MITIGATION PLAN)

RESOLUTION NO. 09- 142

WHEREAS, in February 2005, the Federal Emergency Management Agency (FEMA) approved the Lewis County Multi-jurisdictional Hazard Mitigation Plan; and

WHEREAS, the Plan must be reviewed and updated every five years in order for the County, cities and other municipal corporations, agencies and organizations to be eligible for disaster-related federal funding; and

WHEREAS, the City of Centralia has the expertise and staff available to undertake the required update and complete a draft of the same, and has indicated willingness to do so by the end of 2009; and

WHEREAS, the Board of County Commissioners has had an opportunity to review the attached Interlocal Agreement to authorize the City to undertake the All Hazard Mitigation Plan update, consistent with the scope of work attached as Attachment A, and compensation attached as Attachment B, for an amount not to exceed Seventy Five Thousand Dollars (\$75,000); and

WHEREAS, it appears to be in the best interest to enter into the Agreement for the mutual benefit of the County, cities and other participating agencies and organizations; **NOW THEREFORE**

BE IT RESOLVED that the Board of County Commissioners approves the attached Interlocal Agreement and authorizes the Chairman of the Board of County Commissioners to sign the same on behalf of the County.

DONE IN OPEN SESSION THIS 18TH DAY OF May, 2009.

APPROVED AS TO FORM:

Michael Golden, Prosecuting Attorney

By: _____

Deputy Prosecuting Attorney

ATTEST:

Karri Muir, Clerk of the Board



**BOARD OF COUNTY
COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

Chairman

Member

Member

**INTERLOCAL AGREEMENT
BETWEEN
LEWIS COUNTY AND THE CITY OF CENTRALIA**

THIS AGREEMENT is made and entered into by and between LEWIS COUNTY, a political subdivision of the State of Washington, (hereinafter referred to as "County" and the CITY OF CENTRALIA, a municipal corporation of the State of Washington, (hereinafter referred to as "City").

WHEREAS, County has adopted a Multi-Jurisdictional Hazard Mitigation Plan (Hazard Plan) consistent with the requirements of the federal Disaster Mitigation Act and approved by the Federal Emergency Management Agency (FEMA) which must be reviewed and updated by February 2010; and

WHEREAS, the County and City believe is in the best interests of the citizens that County contracts with City to provide necessary services for updating the Hazard Plan for final adoption and approval by FEMA; NOW THEREFORE,

In consideration of the terms and conditions contained herein, the City of Centralia and Lewis County agree as follows:

1. Purpose. It is the purpose of this agreement to provide a timely and economical mechanism for the update and rewrite of the Hazard Plan to comply with the requirements of FEMA and to preserve eligibility of the County and all other governmental, non-profit and other entities that have collectively and individually participation in preparation thereof for federal funding.

2. Means of Joint Undertaking. No separate legal entity shall be created to implement the terms of this agreement. The City Manager of the City and the County Director of Community Development shall provide joint oversight to administer this agreement.

3. Duration. The duration of this agreement shall be that period commencing on the 18th day of May, 2009 and terminating at midnight, the 31st day of December, 2009, unless this agreement is extended or terminated in accordance with the terms thereof.

4. Definitions. As used in this agreement, the following definitions will apply:

A. "Hazard Plan" shall mean the Lewis County Multi-Jurisdictional Hazard Mitigation Plan, a policy document adopted under the federal Disaster Mitigation Act that includes proactive hazard mitigation strategies consistent with the requirements of the Federal Emergency Management Agency (FEMA) and the Code of Federal Regulations(CFR) , 44 CFR Part 201.6 .

B. "Participation" of agencies shall mean active involvement of a governmental, non-profit or other agency in the preparation, public involvement, review and final adoption of the Hazard Plan consistent with the requirements of FEMA.

5. Scope of Contracted Services.

The City shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for, or incidental to, the performance of the work set forth in the Scope of Work, attached hereon as Attachment A.

6. Compensation.

Compensation for the work provided in accordance with this agreement shall be as set forth in Attachments "A" and "B".

7. Termination. Either party may terminate this agreement with or without cause upon ninety (90) days written notice to the other party. Notices and other communications shall be transmitted in writing by U.S. Mail, postage prepaid, addressed to the parties as follows:

If to Lewis County:

Lewis County
Department of Community Development
Director
2025 NE Kresky Ave.
Chehalis, WA 98532

If to City of Centralia:

City of Centralia
City Manager
PO Box 609
Centralia, WA 98531-0609

8. Renewal or Modification. This agreement may be renewed or modified for agreed upon terms upon the mutual written agreement of the parties, signed by the duly authorized representatives of each of the parties.

9. Hold Harmless and Indemnification. Except in those situations where the parties have statutory or common law immunity for their actions and/or inactions, the City shall protect, save harmless, indemnify, and defend, at its own expense the County, its elected and appointed officials, officers, employees and agents from any actions, suits, liabilities, losses, costs, expenses, damages or claim for damages of any nature whatsoever arising out of the City's performance of this agreement. Except in those situations where the parties have statutory or common law immunity for their actions and/or inactions, the County shall protect, save harmless, indemnify, and defend, at its own expense the City, its elected and appointed officials, officers, employees and agents from any actions, suits, liabilities, losses, costs, expenses, damages or claim for damages of any nature whatsoever arising out of the County's performance of this agreement.

10. Dispute Resolution. The City and the County agree that if a formal disagreement arises between the parties as to the application, affect or interpretation of this Agreement which cannot be reasonably resolved between the parties, they may first refer the matter to mediation, as may be agreed between the parties.

11. Assignment of Contract. Neither party may assign or transfer this contract or any rights or obligations hereunder without the prior written consent of the other party. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever. Any changes to this contract requested by either party may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto.

12. Waiver. Failure by either party at any time to require performance by the other party under this agreement or to claim a breach of any provision of this agreement shall not be construed as affecting any subsequent breach or the right to require performance or affect the ability to claim with respect thereto.

13. Severability. If any portion of this Agreement shall be determined to be invalid by a court or other body with jurisdiction, the remaining portions shall remain valid and enforceable.

14. Authority. This agreement is entered into under the authority of RCW 39.34.040.

18th IN WITNESS WHEREOF, the parties have executed this Agreement this day of May, 2009.

CITY OF CENTRALIA:

LEWIS COUNTY, WASHINGTON:

City Manager

Chair. Board of Commissioners

By: 
Patrick Sorensen

By: 
F. Lee Grose

Lewis County Multi-Jurisdictional Hazard Mitigation Plan **Update**

This Timeline of Work Schedule is prepared on behalf of **Lewis County**, for the development of a Multi-Jurisdictional Hazard Mitigation Plan. The proposed plan will bring together various stakeholders in the County to address the County's risks from all hazards and review potential mitigation measures, as well as develop a comprehensive mitigation strategy and action plan.

Tentative Schedule. The following is the proposed timeline for the project, but may be subject to change upon agreement with the City of Centralia and Lewis County.

Timeline of Work Schedule using Scope of Work:

I. Organize to Plan – Develop the planning process

- A. Assessment of planning capabilities and needs, and formation of a Planning Committee: Essential local staff and skill groups include: project manager, emergency manager, hazard mitigation coordinator, local development (land use/zoning) planner, code official, floodplain ordinance coordinator, Public works superintendent, local/regional planning & development groups. Identify and contact potential planning committee members, schedule initial committee meeting.

Estimated Start point: June 2009

Estimated Completion point: September 2009

Actual Start date: _____ ***Actual Completion date:*** _____

- B. Review Resources: review available data and begin developing databases of historical information on various hazard events.

Estimated Start point: May 2009

Estimated Completion point: July 2009

Actual Start date: _____ ***Actual Completion date:*** _____

- C. Develop Goals: Subsequent to the planning initiation meeting, review of existing documentation and interviews with key community officials and members of the public, the Committee will develop a list of mitigation goals.

Estimated Start point: May 2009

Estimated Completion point: September 2009

Actual Start date: _____ ***Actual Completion date:*** _____

- D. Develop Partnerships: Make contact with various community members, agencies and organizations to contribute to data collection activities. Contact state and federal agencies for additional resources.

Estimated Start point: June 2009
Estimated Completion point: August 2009
Actual Start date: _____ **Actual Completion date:** _____

- E. Provide documentation of the various stages of the planning process (who was involved, what role they played, how the public was involved, etc)

Estimated Start point: June 2009
Estimated Completion point: September 2009
Actual Start date: _____ **Actual Completion date:** _____

- F. Public Involvement: Opportunities provided for the public to participate in the planning process. Methods for gaining input from the public include:
- Hold public hearings, meetings, and/or workshops during the plan development period.
 - Solicit input from citizens and professionals with knowledge of applicable hazards.
 - Solicit input regarding the feasibility of potential mitigation measures for each hazard and the prioritization of mitigation projects.

Estimated Start point: June 2009
Estimated Completion point: December 2009 (adoption)
Actual Start date: _____ **Actual Completion date:** _____

Plan Development. The following Scope of Work shall be completed by the City of Centralia and shall meet all the requirements depicted on 44 CFR Part 201.6. The City of Centralia will lead in the preparation of the Plan; however, members of the Planning Committee will provide input, information, and comments throughout the development of the Plan. It is anticipated that the Plan will take no more than eight (8) months to complete. The City of Centralia must present a draft of the Plan to the Planning Committee by September 2009, for review and comment by the Planning Committee prior to submission to SEMO.

The City of Centralia will make any changes to the final draft after SEMO and other governmental agencies reviews prior to taking the final draft plan back to the Planning Committee for review and adoption by the Lewis County and other governmental agencies.

Planning Process. Lewis County will consult with the City of Centralia in the documentation the hazard mitigation planning process, including but not limited to:

- How the plan is to be prepared
- How the public will be involved (i.e. workshops, community outreach)

Public Involvement. As part of the public involvement process, The County will appoint a Planning Team (PT). Members should include a cross-section of the community, such as residents, government officials, community leaders, and business owners. The PT will:

- Hold public hearings, meetings, and/or workshops during the plan development period.
- Solicit input from citizens and professionals with knowledge of applicable hazards.
- Solicit input regarding the feasibility of potential mitigation measures for each hazard and the prioritization of mitigation projects.
- Review the final draft of the plan and the plan's goals and proposed mitigation projects.
- Be involved in the implementation as well as the updating of the plan's goals and proposed mitigation projects.

Refinement of Scope of Work. Members from the Planning Committee will review and discuss with the City of Centralia during the development of the Plan to ensure plan development. Plan objectives including the summary of necessary and available data and information, required elements of the Plan, responsibilities for specific tasks, and timeline will be reviewed regularly by the Planning Committee.

Collection of Available Data. The City of Centralia will collect and analyze data and integrate it into the Plan as the basis for the formulation of the recommendations. The City of Centralia will also identify gaps in existing data and include recommendations to address these deficiencies. Lewis County and all other stakeholder agencies will be expected to collect, analyze, and provide data to the City of Centralia for the development of the Plan.

Lewis County will provide to the City of Centralia with any currently available Geographic Information Systems (GIS) data. Lewis County and the City of Centralia will perform all GIS analyses necessary for completion of the Plan. Additionally, the City of Centralia and Lewis County will supply the City of Centralia with paper and digital copies of all GIS data and information generated in association with this project.

II. Risk Assessment (Hazard Analysis and Vulnerability Assessment)

- A. Develop a list of potential hazard events for the County (including natural, technological, and man-made).

Estimated Start point: May 2009

Estimated Completion point: September 2009

Actual Start date: _____ ***Actual Completion date:*** _____

- B. Profile Hazard Events: Utilizing databases of information developed in the previous steps determine the likelihood of a hazard occurring in the community, (ie. geographic extent or applicable intensity of hazards in county).

Estimated Start point: May 2009

Estimated Completion point: September 2009

Actual Start date: _____ ***Actual Completion date:*** _____

- C. Inventory Assets: Develop a list of critical facilities in the community. For each hazard, determine if any critical facilities are located within the hazard areas.

Estimated Start point: May 2009
Estimated Completion point: September 2009
Actual Start date: _____ **Actual Completion date:** _____

- D. Estimate Losses: For each hazard, determine the potential losses to the community and critical facilities. Loss estimation to include structural, contents and loss of function components.

Estimated Start point: May 2009
Estimated Completion point: September 2009
Actual Start date: _____ **Actual Completion date:** _____

Risk Assessment (Hazard Identification and Vulnerability): develop a description and prioritization of the natural hazards that have occurred within the county.

1. The risk assessment section will assess the County's risks. The natural hazards categories, consistent with the State Hazard Mitigation Plan include, but are not limited to:
 - Flood-Related Hazards (river flooding, coastal flooding, erosion, dam failures as the result of coastal storms, winter storms and hurricanes) that include, at a minimum, flood hazard areas as defined by FEMA in the Flood Insurance Rate Maps (FIRMs) for the jurisdiction as well as local historical data.
 - Wind-Related Hazards (hurricanes, coastal storms, winter storms, tornadoes) based on information provided by the National Weather Service and/or State Hazard Mitigation Plan.
 - Fire-Related Hazards (drought, wildfires) based on local historical data, the National Weather Service, State Hazard Mitigation Plan, and/or other applicable plans/sources.
 - Geologic Hazards (earthquakes, landslides, sink holes) based on local historical information, State Hazard Mitigation Plan, and/or other applicable plans/sources..
 - Other Hazards not listed above as determined by local history and experience. Consideration may also be given to man-made hazards (i.e. chemical spills and/or fires).
2. Hazard Mapping: Using the best available, existing data Local Jurisdiction will develop a base map of areas affected by multiple natural hazards. In conjunction with mapping, Local Jurisdiction will develop a comprehensive inventory (database) for use in developing map data layers, of the following items relative to the multiple hazard area:
 - Critical facilities, including, but not limited to the following: emergency operations center, police/fire stations, hospitals and emergency shelters, water and wastewater treatment plants and associated pumping stations, power generation, transmission, and delivery facilities, special population centers, such as day-care facilities, nursing homes/elderly housing, correctional facilities, hazardous material facilities, evacuation routes,
 - All repetitive flood loss and substantial damage structures, as defined by FEMA, if applicable.

- Maps that depict the location of structures, land use, and population.
 - Structures will be delineated by use (e.g. residential, commercial, industrial, institutional, other)
3. Vulnerability Assessment: Develop an overview of the County's vulnerability to specific hazards. This vulnerability assessment, if possible, will include:
- Types and numbers of buildings, infrastructure, and critical facilities located in the identified hazard areas.
 - All existing multiple hazard protection measures within the jurisdiction, including protective measures under the National Flood Insurance Program (NFIP).
 - A description of each measure and the method of enforcement and/or the point of contact responsible for implementation of each measure.
 - Historical performance of each measure and a description of improvements or changes needed.
 - General description of land uses and development trends to incorporate future land use decisions.

III. Plan Mitigation Strategy Development

- A. Assess Mitigation Capabilities (tools to mitigation hazards): Identify in the community existing programs, policies, and personnel that currently involve hazard mitigation and that will be used to build and implement the mitigation strategy, such as land-use plans, storm-water management plans, building codes/standards, comprehensive development plans, local waterfront revitalization plans, floodplain ordinance, stream or storm-drain maintenance, tree pruning, capital development program/plan, set back or steep slopes ordinances, local emergency plans, NFIP CRS program participation.

Estimated Start point: May 2009

Estimated Completion point: September 2009

Actual Start date: _____ ***Actual Completion date:*** _____

- B. Develop Mitigation Strategy: Upon completion of Risk Assessment and review of information gathered to date, the planning committee will develop a mitigation strategy for the community.

1. Revisit goals, develop specific objectives for plan.
2. Review of existing policies, authorities, and programs for use in mitigation strategy.

Estimated Start point: May 2009

Estimated Completion point: September 2009

Actual Start date: _____ ***Actual Completion date:*** _____

- C. Identify specific mitigation measures: list and describe the process to identify a comprehensive range of hazard mitigation alternatives and perform analysis of these measure to identify appropriate mitigation activities that will address the findings of the risk assessment.

Estimated Start point: May 2009

Estimated Completion point: September 2009
Actual Start date: _____ **Actual Completion date:** _____

- D. Develop an Action Plan: Identify feasible and cost effective mitigation measures, determine entity responsible for implementation and administration of measures

Estimated Start point: May 2009
Estimated Completion point: September 2009
Actual Start date: _____ **Actual Completion date:** _____

Multiple Hazard Mitigation Strategy: Assist the County in developing local mitigation strategies specific to the County's exposure and impacts by identified natural hazards. The strategy will include:

- A list of mitigation goal statements that focus on reducing the risks from the identified natural hazards. The goal development and project prioritization will be conducted by the Planning Committee in coordination with representatives from each stakeholder.
- A section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure. This section will include a list of prioritized hazard mitigation projects that best meet the communities' needs for multiple hazard damage reduction.
 - a. These projects may be non-structural (e.g.: planning, regulatory measures, property acquisition, retrofitting, elevation) or structural (e.g.: dams, dikes) solutions.
 - b. At a minimum, this list of prioritized projects will be based on a process that results in identification of cost effective hazard mitigation projects with public input, including:
 - i. An analysis of proposed mitigation projects focused on several key areas, including but not limited to: economic (including benefits and cost), engineering, technical, legal, environmental, social, and political feasibility. Selected options will best fit the County's needs and meet most or all aspects of the feasibility analysis.
 - ii. Coordination with relevant Federal and State agencies for input and technical assistance.

IV. Maintaining the Plan - Monitoring, Evaluating, & Updating the plan, Institutionalizing hazard mitigation activity, and continuing public involvement.

- A. Develop a program for future monitoring evaluating and updating the plan including how it will be done (ie. Evaluation criteria) and a schedule for doing it on a regular basis.

Estimated Start point: June 2009

Estimated Completion point: September 2009

Actual Start date: _____ ***Actual Completion date:*** _____

- B. Develop and describe the plan will be kept alive through other planning mechanisms, programs, and policies existing in each municipality.

Estimated Start point: June 2009

Estimated Completion point: September 2009

Actual Start date: _____ ***Actual Completion date:*** _____

- C. Continue Public Involvement: Develop a program to continue to provide future opportunities for the public to participate in the planning process. Methods for gaining input from the public include:

Estimated Start point: June 2009

Estimated Completion point: September 2009

Actual Start date: _____ ***Actual Completion date:*** _____

V. Plan Review, Revision, Approval and Adoption Process

- A. Draft Plan:

Estimated Start point: October 2009

Estimated Completion point: November 2009

Actual Start date: _____ ***Actual Completion date:*** _____

Draft Plan. Once all necessary data and information are collected, the City of Centralia will develop an initial Plan draft, with all necessary elements, including:

- Brief introduction, including context for and description of the need for the Plan.
- Brief description of the history, physical setting, land use patterns, and development trends of the area to be covered by the Plan.
- A list and assessment of the hazards and risks to which each of the participating partners is vulnerable.
- Summary of current federal, state and local programs and policies that address the identified risks.
- State of the Plan goal and objectives.

- A prioritized list of recommended strategies, programs, policies and actions to address identified hazards and risks, including those that are relevant to public facilities and infrastructure as well as general environmental conditions. The list should include a brief description of each recommendation, persons responsible for implementing recommendations, approximate cost of and potential funding sources for implementing recommendations, cost effectiveness of recommendations, and suggested timeline for implementing recommendations.
 - Strategy for evaluating, revising and implementing the Plan.
 - Documentation of public participation in Plan development.
 - Documentation that the participating partners have met the requirements of the Disaster Mitigation Act of 2000, as described in the Federal Register (Volume 67, Numbers 38 and 190, dated February 26, 2002 and October 1, 2002 respectively).
 - Other descriptions, documentation and Plan elements as required to meet SEMO and FEMA approval.
 - Include all relevant maps, graphs, charts, pictures and GIS Data to support document text.
 - Provide Lewis County with one (1) color paper copy of the draft plan, one (1) digital (MS Word format) copy of the draft plan and one (1) PDF copy of the draft plan.
 - The consultant will present the Draft Plan to the Planning Committee by September 2009; the members of the Planning Committee will review the written report and provide comments by September 30, 2009.
- B. Additional State Requirements: Plan will be submitted to the State and Federal agencies including the Washington State Military Department Emergency Management Division and FEMA for final review and subsequent approval once any identified required revisions have been addressed.

Estimated Start point: October 2009
Estimated Completion point: November 2009
Actual Start date: _____ ***Actual Completion date:*** _____

C. Final Plan:

Estimated Start point: October 2009
Estimated Completion point: November 2009
Actual Start date: _____ ***Actual Completion date:*** _____

Final Plan. By November 2009, the City of Centralia shall present to members of the Planning Committee and other governmental officials the final version of the Plan, both verbally and in writing, that includes the requirements listed above and that incorporates the comments suggested by the Planning Committee members, in a format suitable for reproduction by Lewis County. The final Plan must also include documentation of public participation in Plan development. The City of Centralia shall provide Lewis County with one (1) color paper copy of the final plan, one (1) digital (MS Word format) copy of the final plan and one (1) PDF copy of the final plan.

- D. Adoption: the plan is to be formally adopted by the participating governing entities.

Estimated Start point: November 2009

Estimated Completion point: December 2009

Actual Start date: _____ ***Actual Completion date:*** _____

Adoption: City of Centralia will work with the County and participating communities/stakeholders through the adoption of the plan.

Assumptions:

- The County will work with the City of Centralia to identify and reserve appropriate meeting rooms for all meetings and public workshops.
- The County will distribute and pay for any news releases, public hearing notices, and coordinate with the media to generate feature articles.
- The County will identify opportunities to present the draft plan to groups and publish the plan on their website.
- The County will assist the City of Centralia in the development of the Plan including providing all relevant data, maps, and general information.
- County staff will be present at all public outreach meetings.
- The County will assist in the planning and presentation of all public outreach meetings (printing of any handouts, maps, and boards).
- The County will pay for all printing costs, mailing costs, and transportation costs unless it is incidental.
- Any refreshment (food/snacks, drinks, etc.) costs will be covered by the County.

Attachment B

COMPENSATION

Compensation. County shall pay City for all services rendered, supplies and materials, mileage and/or any other fee(s) under the terms of this agreement a sum not to exceed \$75,000. Payment is due and payable on January 10, 2010. However, City may submit invoices to County on a regular (monthly or quarterly) basis for periodic payment for services performed during the previous time-period, provided that the sum of the total accrued periodic payments shall not exceed seventy-five percent (75%) of the total contract amount, with any final payment being due once all conditions of this agreement have been fulfilled. County shall reserve the right not to reimburse City for services or work products produced if said services or work product do not meet the FEMA or CFR requirements.